



## CRAWFORD & VON KELLER, LLC

B. Lindsay Crawford, III \*  
Theodore von Keller  
B. Lindsay Crawford, IV

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Christopher Brian Lusk

Lawrence W. Johnson, Jr.\*  
Special Counsel

\* Certified Specialist in Bankruptcy  
and Debtor-Creditor Law

August 28, 2020

Estate of Robert L. McDonald  
561 Kings River Rd  
Pawleys Island, SC 29585

**RE: First Citizens Bank & Trust Company vs. The Personal Representative, if any, whose name is unknown of the Estate of Robert L. McDonald, and any other Heirs-at-Law or Devisees of Robert L. McDonald, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, Laura Deloney, Michelle McDonald, Sherri McDonald Kaiser, Jonathan McDonald and Coit McDonald and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe and Wedgefield Plantation Association**  
**Case No.: 2019-CP-22-00978**  
**Our File No.: 4000.0145**

Sir/Madam:

Enclosed for your information please find a copy of the Order and Judgment of Foreclosure and Sale and Notice of Sale in regard to the above referenced matter.

Should you have any questions, comments or concerns, please do not hesitate to call.

Sincerely,

Crawford & von Keller, LLC.

Kasey Richardson, Paralegal

Enclosures

1

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

First Citizens Bank & Trust Company

Plaintiff,

-vs-

The Personal Representative, if any, whose name is unknown of the Estate of Robert L. McDonald, and any other Heirs-at-Law or Devisees of Robert L. McDonald, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, Laura Deloney, Michelle McDonald, Sherri McDonald Kaiser, Jonathan McDonald and Coit McDonald and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe and Wedgefield Plantation Association,  
Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2019-CP-22-00978

**MASTER IN EQUITY'S ORDER AND  
JUDGMENT OF FORECLOSURE AND  
SALE  
(DEFICIENCY JUDGMENT WAIVED)**

TO:

Theodore von Keller, Esquire  
B. Lindsay Crawford, III, Esquire  
B. Lindsay Crawford, IV, Esquire  
Christopher B. Lusk, Esquire  
Crawford & von Keller, LLC.  
PO Box 4216  
1640 St. Julian Place (29204)  
Columbia, SC 29204  
Email: court@crawfordvk.com

Kelley Y. Woody  
PO Box 6432  
Columbia, SC 29260

Estate of Robert L. McDonald  
561 Kings River Rd  
Pawleys Island, SC 29585

Wedgfield Plantation Association Inc.  
129 Clubhouse Lane  
Georgetown, SC 29440

Laura Deloney  
1579 Kindling Way  
Snellville, GA 30078

Michelle McDonald  
3601 Oak Avenue  
Manhattan Beach, CA 90266

Sherri McDonald Kaiser  
600 Beckenham Walk Drive  
Dacula, GA 30019

Jonathan McDonald  
212 Leland Way 69  
Woodstock, GA 30188

Coit McDonald  
764 Moore Road  
Jasper, GA 30143

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCF"), 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 the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held and from the evidence presented, I find and conclude as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on October 9, 2019.
2. The Summons and Complaint were filed on October 9, 2019.
3. Service was made upon the Defendants named in the Complaint as is shown by the proof of service filed herein.
4. The Defendants, Estate of Robert L. McDonald, Laura Deloney, Michelle McDonald, Sherri McDonald Kaiser, Jonathan McDonald, Coit McDonald and Wedgefield Plantation Association are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Service Members Civil Relief Act.
6. The Defendants were notified of the time, date and place of hearing in this matter.
7. For value received, Robert McDonald made, executed and delivered a Note, dated September 6, 2006, promising thereby to pay to the order of Palmetto Heritage Bank and Trust the sum of \$250,000.00, with interest at the (initial) rate of 7.50% per annum. Other terms and conditions are stated in the note, which is of record herein.
8. To better secure the payment of the Note described above, Defendant Robert McDonald made, executed and delivered to Palmetto Heritage Bank and Trust a Mortgage, in writing, dated September 6, 2006, covering real property in Georgetown County, which is the same as that described in the Complaint. The Mortgage was recorded on March 10, 2006, and is of record in

the Office of the Register of Deeds for Georgetown County Book 2889 at Page 137. Thereafter, on or about October 2, 2019, Palmetto Heritage Bank & Trust merged into First-Citizens Bank & Trust Company.

9. That subject Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.

10. The Plaintiff in this action is the mortgagee of record and owner and holder of the Note and Mortgage it is seeking to foreclose.

11. The titleholder of record of the subject property as of the filing of the Lis Pendens in this action was Robert McDonald, who was the original mortgagor.

12. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

13. Having specifically considered each of the following: the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time and labor devoted to the case, including reviewing the various loan documents, performing the title search, preparing, filing and serving the pleadings, preparing for the hearing, including preparing the judgment and other documents requested by the Court, attending the hearing, preparing for and attending the sale, and preparing any post-sale documents requested by the Court; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$1,932.00 is a reasonable attorney's fee for the 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. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

14. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

a. Principal Balance due as of April 15, 2019	<u>\$249,660.55</u>
b. Interest from March 15, 2019 to July 13, 2020 at 7.50% per annum	<u>\$17,101.74</u>
c. Advancements to Escrow (insurance/taxes/any other properly chargeable advancements)	<u>\$2,616.24</u>
d. Corporate Advances:	<u>\$1,933.00</u>
e. Late Charges	<u>\$ 196.50</u>
f. Costs of collection prior to hearing	<u>\$3,028.02</u>
g. Attorney's Fee (as referenced above)	<u>\$1,932.00</u>
Total Debt secured by note and mortgage, including interest to date:	<u>\$276,468.05</u>

Interest for the period from the date shown in b. 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 7.50% per annum, pursuant to the terms of the note and mortgage, on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

15. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b), SCRCF.

16. That, upon information and belief, Robert L. McDonald is deceased; that, upon information and belief, Robert L. McDonald died on May 7, 2019; and that, upon information and belief, Robert L. McDonald died intestate.

17. That the plaintiff has information as to the devisees and/or possible heirs-at-law that for that reason, Laura Deloney, Michelle McDonald, Sherri McDonald Kaiser, Jonathan McDonald and Coit McDonald are made party-defendants herein.

18. That since no estate for said decedent has been filed in the Office of the Probate Court for Georgetown County; that there may be unknown persons who have, or may claim to have, an interest in the mortgaged property; that for that reason, John Doe and Richard Roe are made party-defendants herein, as classes representing said unknown persons; and that any interest claimed by said known and unknown Defendants is junior and subordinate to the Plaintiff's mortgage.

19. The following Defendants claim or may claim lien/liens upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such junior lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendant(s) and such claim(s), interests, or lien(s) is/are as follows:

1. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of any lien enforceable assessments claimed or that may be claimed as provided in the Notice of Lien, filed in Georgetown County on August 1, 2014, in Book 66 at Page 266. Said Assessment(s) is/are junior and subordinate to the lien of the Plaintiff herein.

2. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of pending litigation against Robert L. McDonald, filed in Georgetown County, in Case No. 2013-CP-22-00648. Said pending litigation is junior and subordinate to the lien of the Plaintiff herein.
  3. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of pending litigation against Robert L. McDonald, filed in Georgetown County, in Case No. 2013-CP-22-00649. Said pending litigation is junior and subordinate to the lien of the Plaintiff herein.
  4. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of any lien enforceable assessments claimed or that may be claimed as provided in the Notice of Lien, filed in Georgetown County on August 1, 2014, in Book 66 at Page 269. Said Assessment(s) is/are junior and subordinate to the lien of the Plaintiff herein.
  5. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of any lien enforceable assessments claimed or that may be claimed as provided in the Declaration of Covenants filed in Georgetown County. Said Assessment(s) is/are junior and subordinate to the lien of the Plaintiff herein.
20. The loan is not applicable for the Home Affordable Modification Program as the program sunset on December 31, 2016.
21. The attorney for the Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures Actions*, 2011-05-02-01, has certified that pursuant to Supreme Court Administrative Order 2011-05-02-01 the Mortgagor has been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor, and the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

**CONCLUSIONS OF LAW:**

I, therefore, conclude as follows:

22. The Plaintiff has offered exhibits and the Court has accepted them.
23. The Plaintiff's mortgage is declared to be a first lien against the subject property and any interest held by the aforementioned Defendant is junior and subordinate to the lien of the Plaintiff herein.



24. The Plaintiff should have (judgment on its note, which shall be entered immediately, and it should have) judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.

25. That subject mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the Mortgaged Property.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

26. That there is due to the Plaintiff on its note and mortgage the sum of \$276,468.05, representing the Total Debt due to the Plaintiff as set out in the aforementioned paragraph, together with interest thereon at the rate provided above to the date hereof.

27. That the amount due in the preceding paragraph (the "Total Debt" as set forth in the aforementioned paragraph, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7.50% per annum, pursuant to the terms of the note and mortgage.

28. That the judgment amount shall be subject to increase to permit the Plaintiff to recover additional costs, commission and expenses, including but not limited to the deposit made in compliance with § 14-11-310, *South Carolina Code of Laws*, 1976. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing. The judgment may also be increased to include supplemental compensation for attorney's services not contemplated by the initial attorney's fee award. Jurisdiction over the attorney's fee award and total debt is reserved to the undersigned to facilitate the assessment and payment of any such costs and/or supplemental compensation.

29. That the Defendant(s), Robert McDonald, is/are liable for the aforesaid debt and shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

30. The following defendants have no further interest in the property which is the subject of this action and the Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as they pertain to the property which is the subject of this action:

1. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of any lien enforceable assessments claimed or that may be claimed as provided in the Notice of Lien, filed in Georgetown County on August 1, 2014, in Book 66 at Page 266. Said Assessment(s) is/are junior and subordinate to the lien of the Plaintiff herein.

2. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of pending litigation against Robert L. McDonald, filed in Georgetown County, in Case No. 2013-CP-22-00648. Said pending litigation is junior and subordinate to the lien of the Plaintiff herein.

3. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of pending litigation against Robert L. McDonald, filed in Georgetown County, in Case No. 2013-CP-22-00649. Said pending litigation is junior and subordinate to the lien of the Plaintiff herein.

4. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of any lien enforceable assessments claimed or that may be claimed as provided in the Notice of Lien, filed in Georgetown County on August 1, 2014, in Book 66 at Page 269. Said Assessment(s) is/are junior and subordinate to the lien of the Plaintiff herein.

5. That the Defendant, Wedgefield Plantation Association Inc., may have or claim to have an interest in the subject property by virtue of any lien enforceable assessments claimed or that may be claimed as provided in the Declaration of Covenants filed in Georgetown County. Said Assessment(s) is/are junior and subordinate to the lien of the Plaintiff herein.

31. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the Master In Equity at public auction, at the Georgetown County Courthouse, in the County and State aforesaid, at 12:00 Noon on the next convenient sales day hereafter, on the following terms; that is to say:

a) FOR CASH: The Master In Equity shall require a deposit at the conclusion of the bidding 5% of the amount of the bid, in cash or equivalent, as evidence of good faith, the same to be applied on the purchase price in case of compliance with the bid, but in case of non-compliance within twenty (20) days, the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.50% per annum.

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

d) Purchaser to pay for the deed and the cost of recording the deed.

32. That if the 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, the Plaintiff may pay to the Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

33. 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.

34. That, in addition to all notices to the property owner(s) which are required by the SCRCF or other law, in a case involving property owner's SCRCF 55 default, or an any other case or circumstance where property owner(s) would not ordinarily receive a copy of the Order of Foreclosure and/or the Notice of Sale, the party seeking foreclosure (Foreclosing Party) shall, within 5 (five) days of the execution of this Order cause this Order and the Notice of Sale (if available) to be served by US Mail upon said property owner(s). An affidavit of such service shall be filed with the Clerk of Court expeditiously. In cases where the Notice of Sale is executed

later in time than the Order, service shall be accomplished separately, and shall be sent no later than 5 (five) days from receipt by the Foreclosing Party.

35. That the Master In Equity, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the Master In Equity may re-advertise the 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.

36. That the Master In Equity shall apply the proceeds of the 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 the 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: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

37. That it is further ORDERED, ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon the presentation of this Order or a Writ of Assistance the Sheriff of Georgetown County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all

personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

38. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein, and all persons whomsoever 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.

39. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant Robert McDonald, who was the titleholder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

40. That the 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), SCRPC, and hearing any issues involving appraisal proceedings under § 29-3-680, et seq., *South Carolina Code of Laws*, 1976.

41. That it is further ORDERED, ADJUDGED AND DECREED that, if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the mortgaged property, hereinafter described, the Master In Equity (or the sale officer designated herein) shall pull the property from sale; and in the event that the sale is nevertheless conducted, then such sale will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next or some subsequent sales day.

42. That after the Order Confirming Sale and Disbursements has been issued and filed, the Master In Equity shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, which mortgage lien is/are described in the Findings of Fact hereinabove.

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

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN PAWLEYS ISLAND CITY, GEORGETOWN COUNTY, SOUTH CAROLINA, SITUATED, LYING AND BEING AT PAWLEYS ISLAND, IN TOWNSHIP 7, TAX DISTRICT 4, BEING DESIGNATED AS LOT EIGHT (8), BLOCK A, TRACT 18, OF THE PLAT OF HAGLEY ESTATES, INC., SAID MAP BEING MADE BY OWEN PATTON, REGISTERED ENGINEER AND SURVEYOR DATED JUNE 1, 1966 A COPY OF SAID MAP BEING RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY IN PLAT BOOK RAT PAGE 94, REFERENCE TO WHICH IS CRAVED AS FORMING A PART OF THESE PRESENTS.

THIS CONVEYANCE IS MADE SUBJECT TO ALL CONDITIONS, COVENANTS, RESTRICTIONS, LIMITATIONS, AND EASEMENTS OF RECORD SET FORTH IN DEED BOOK 74 AT PAGE 224, AND ANY AND ALL AMENDMENTS THERETO.

THIS BEING THE SAME PROPERTY CONVEYED TO ROBERT L. MCDONALD, BY DEED FROM CLYDE GAINNEY, BY HIS ATTORNEY IN FACT, HELEN L. GAINNEY, DATED 06/13/2001 AND RECORDED ON 06/14/2001 IN BOOK 1189, PAGE 173, IN THE GEORGETOWN COUNTY RECORDERS OFFICE.

TMS #: 04-0205-242-00-00

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW

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

FORM 4  
 JUDGMENT IN A CIVIL CASE

CASE NO. 2019-CP-22-00978

First Citizens Bank & Trust Company  
**PLAINTIFF**

vs.

The Personal Representative, if any, whose name is unknown of the Estate of Robert L. McDonald, and any other Heirs-at-Law or Devisees of Robert L. McDonald, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, Laura Deloney, Michelle McDonald, Sherri McDonald Kaiser, Jonathan McDonald and Coit McDonald and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe and Wedgefield Plantation Association

**DEFENDANTS**

Submitted by: Crawford & von Keller, LLC Post Office Box 4216, Columbia, SC 29240 Email: court@crawfordvk.com	Attorney for Plaintiff
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**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.  See page 2 for additional information.
- 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 - \_\_\_\_\_
- STAYED DUE TO BANKRUPTCY**
- 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: Order For Judgment of Foreclosure.

**INFORMATION FOR THE JUDGMENT 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)
n/a		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 561 Kings Rd, TMS #: 04-0205-242-00-00		

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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and a copy mailed first class or placed in the appropriate attorney's box on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020 to attorneys of record or to parties (when appearing pro se) as follows:

B. Lindsay Crawford, III (SC Bar# 6510)  
 Theodore von Keller (SC Bar# 5718)  
 B. Lindsay Crawford, IV (SC Bar# 101707)  
 Christopher B. Lusk (SC Bar# 103221)  
 Crawford & von Keller, LLC.  
 PO Box 4216  
 1640 St. Jullan Place (29204)  
 Columbia, SC 29240  
 Phone: 803-790-2626  
 Email: court@crowfordvk.com

**Court Reporter:**

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

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**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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212 Leland Way 69  
Woodstock, GA 30188

Coit McDonald  
764 Moore Road  
Jasper, GA 30143

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

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**CLERK OF COURT**

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

First Citizens Bank & Trust Company

Plaintiff,

-vs-

The Personal Representative, if any, whose name is unknown of the Estate of Robert L. McDonald, and any other Heirs-at-Law or Devisees of Robert L. McDonald, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, Laura Deloney, Michelle McDonald, Sherri McDonald Kaiser, Jonathan McDonald and Coit McDonald and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe and Wedgefield Plantation Association,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2019-CP-22-00978

**NOTICE OF SALE**

BY VIRTUE of a judgment heretofore granted in the case of First Citizens Bank & Trust Company vs. The Personal Representative, if any, whose name is unknown of the Estate of Robert L. McDonald, and any other Heirs-at-Law or Devisees of Robert L. McDonald, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, Laura Deloney, Michelle McDonald, Sherri McDonald Kaiser, Jonathan McDonald and Coit McDonald and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe and Wedgefield Plantation Association, I, Joe M. Crosby Master In Equity for Georgetown County, will sell on October 5, 2020, at 12:00 Noon, at the Georgetown County Courthouse, Courtroom 2C, 2nd Floor, 401 Cleland Street, 29442, to the highest bidder:

*ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN PAWLEYS ISLAND CITY, GEORGETOWN COUNTY, SOUTH CAROLINA, SITUATED, LYING AND BEING AT PAWLEYS ISLAND, IN TOWNSHIP 7, TAX DISTRICT 4, BEING DESIGNATED AS LOT EIGHT (8), BLOCK A, TRACT 18, OF THE PLAT OF HAGLEY ESTATES, INC., SAID MAP BEING MADE BY OWEN PATTON, REGISTERED ENGINEER AND SURVEYOR DATED JUNE 1, 1966 A COPY OF SAID MAP BEING RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY IN PLAT BOOK RAT PAGE 94, REFERENCE TO WHICH IS CRAVED AS FORMING A PART OF THESE PRESENTS.*

*THIS CONVEYANCE IS MADE SUBJECT TO ALL CONDITIONS, COVENANTS, RESTRICTIONS, LIMITATIONS, AND EASEMENTS OF RECORD SET FORTH IN DEED BOOK 74 AT PAGE 224, AND ANY AND ALL AMENDMENTS THERETO.*

*THIS BEING THE SAME PROPERTY CONVEYED TO ROBERT L. MCDONALD, BY DEED FROM CLYDE GAINNEY, BY HIS ATTORNEY IN FACT, HELEN L. GAINNEY, DATED 06/13/2001 AND RECORDED ON 06/14/2001 IN BOOK 1189, PAGE 173, IN THE GEORGETOWN COUNTY RECORDERS OFFICE.*

*TMS #: 04-0205-242-00-00*

SUBJECT TO GEORGETOWN COUNTY TAXES

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master In Equity at conclusion of the bidding, five (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of the bid or comply with the other terms or the bid within twenty (20) days, then the Master In Equity may resell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the former highest bidder).

Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order.

No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

**NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.**

**NOTICE: ANYONE THAT ATTENDS WILL BE EXPECTED TO SOCIALLY DISTANCE.**

The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 7.50% per annum.

B. Lindsay Crawford, III (SC Bar# 6510)  
Theodore von Keller (SC Bar# 5718)  
B. Lindsay Crawford, IV (SC Bar# 101707)  
Christopher B. Lusk (SC Bar# 103221)  
Email: [court@crowfordvk.com](mailto:court@crowfordvk.com)  
Columbia, South Carolina  
Attorney for Plaintiff

SIGNATURE PAGET TO FOLLOW

**NOTE: THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT; ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

THIS NOTICE IS NEITHER A DEMAND FOR PAYMENT OF A DEBT NOT A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT WHOSE DEBT MIGHT HAVE BEEN DISCHARGED IN BANKRUPTCY OR WHO MIGHT BE SUBJECT TO AUTOMATIC STAY PURSUANT TO SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. THIS LETTER IS BEING SENT TO ANY SUCH PARTIES MERELY TO COMPLY WITH APPLICABLE STATE LAW GOVERNING FORECLOSURE OF LIENS PURSUANT TO CONTRACTUAL POWERS OF SALE. OUR CLIENT'S LIEN ON THE PROPERTY IS STILL VALID UNDER APPLICABLE LAW WITHOUT A DEBT OR LOAN ACCOMPANYING THE LIEN