

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

First Citizens Bank & Trust Company

Plaintiff,

-vs-

Robert McDonald aka Robert L.  
McDonald and Wedgefield Plantation  
Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.:

**SUMMONS  
(Mortgage Foreclosure)  
Non-Jury  
(Deficiency Judgment Demanded)**

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, Crawford & von Keller, LLC., PO Box 4216, Columbia, SC 29240, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.

**TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S)  
UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S)  
RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL DISABILITY, INCOMPETENTS  
AND PERSONS CONFINED AND ACTIVE MILITARY MEMBERS:**

**YOUR ARE FURTHER SUMMONED AND NOTIFIED** to apply for the appointment of a Guardian *ad Litem* within thirty (30) days after service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

\_\_\_\_s/B. Lindsay Crawford, III\_\_\_\_  
B. Lindsay Crawford, III (SC Bar# 6510)  
Theodore von Keller (SC Bar# 5718)  
Sara C. Hutchins (SC Bar# 72879)  
B. Lindsay Crawford, IV (SC Bar# 101707)  
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Columbia, South Carolina

October 9, 2019

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

First Citizens Bank & Trust Company

Plaintiff,

-vs-

Robert McDonald aka Robert L. McDonald  
and Wedgefield Plantation Association,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.

**COMPLAINT**  
**(Mortgage Foreclosure)**  
**Non-Jury**  
**(Deficiency Judgment Demanded)**

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto this Honorable Court:

1. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note and mortgage, hereinafter described, which are the subjects of this action.
3. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.
4. That the real property hereinafter described, which is the subject of this action, is situated and located in Georgetown County, South Carolina.
5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.
6. That on or about March 6, 2006, for value received, Robert McDonald executed and delivered to Palmetto Heritage Bank and Trust a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Palmetto Heritage Bank and Trust the sum of \$250,000.00, together with interest thereon at the rate of 7.50% per annum.
7. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Robert McDonald executed and delivered on March 6, 2006 a mortgage, of real estate to Palmetto Heritage Bank and Trust, its successors and assigns, covering the following described property:

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

8. That on March 10, 2006, said mortgage was recorded 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 said 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.

**FOR A FIRST CAUSE OF ACTION**  
**(Mortgage Foreclosure)**

10. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

11. That according to the terms and conditions of said Note and Mortgage, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.

12. That the monthly payments due on said Note and Mortgage are in default; that the conditions of said Note and Mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that the balance as of September 3, 2019 is \$249,660.55; that also due and owing is interest as provide at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

13. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

14. Pursuant to '37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a '*consumer loan*' for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

15. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. That the Plaintiff has the right to seek a deficiency judgment against Robert L. McDonald. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant(s) in the amount of such deficiency.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and

Find that the Plaintiff's Mortgage be declared a first lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action; and

That the Plaintiff's real property be sold under the direction of this Court, that the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale, and

Second, to the payment and discharge of the amount due on the Plaintiff's note and mortgage, together with attorney's fees and costs as aforesaid, and

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure; and

That the Plaintiff be awarded a deficiency judgment against the Defendant(s), Robert L. McDonald, in the event that the proceeds of the sale of the collateral property are insufficient to pay in full the indebtedness, including costs of collection; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt; and

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

The Defendant(s), and all persons whomever claiming by and through said Defendant(s), be forever barred of right, title and interest, of, in and to the Mortgaged Property and Collateral, and each and every part thereof; and

For such other and further relief as may be just and proper.

          s/B. Lindsay Crawford, III  
B. Lindsay Crawford, III (SC Bar# 6510)  
Theodore von Keller (SC Bar# 5718)  
Sara C. Hutchins (SC Bar# 72879)  
B. Lindsay Crawford, IV (SC Bar# 101707)  
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