

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

THE VILLAGES AND MANORS OF
WHITE KNOLL HOMEOWNERS'
ASSOCIATION, INC.,

Plaintiff,

v.

JUNOHN DEWITT AND TRACY DEWITT,
JR. Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2019-CP-32-02842

ORDER

014358.00030

This matter came before the Court on March 3, 2020 as a result of a Rule to Show Cause issued February 6, 2020. Stephanie Trotter, Esquire appeared on behalf of Plaintiff. Junohn Dewitt and Tracey Dewitt, Jr. attended *pro se*.

Defendants stated that the subject property is their primary residence and there is a first mortgage currently serviced by PHH Mortgage. The Defendants are currently in a forbearance agreement with the first lienholder while Defendants attempt to complete a temporary loan modification. Resolution of this matter is also a condition of receiving a permanent loan modification. Defendant shall email Plaintiff's counsel the current mortgage balance within 30 days of receipt of this order.

Defendants stated they did not attend the foreclosure hearing held January 8, 2020 because they did not receive a notice that contained a date and time for the hearing. Defendants stated they received documents stating the hearing would be in January but did not have a specific date and time. The Court takes notice that Plaintiff e-filed a Notice of Hearing showing the correct date and time for the hearing and containing a Certificate of Mailing demonstrating proper service of the Notice of Hearing. Defendants acknowledged that they did receive the Order of Reference and conceded that document may be the document of which they were thinking, although it does not reference the month of January. Defendants agreed to email Plaintiff's counsel a copy of the document they received. If they can demonstrate that they received a Notice of Hearing without the correct date and time then the judgment in this matter shall be vacated and a new foreclosure hearing shall be scheduled.

In the event the Defendants cannot demonstrate Plaintiff did not send proper notice of the hearing, the sale in this matter shall proceed on May 4th, 2020 at 11:00 a.m. The Defendants have a right to pay the balance due to Plaintiff at anytime before the sale, at which time the sale shall be canceled.

If the Defendants pay Plaintiff before April 13, 2020 the balance due shall be \$3,440.06.

If the balance is paid after April 13, 2020 the balance shall increase to include advertising costs incurred by Plaintiff.

Defendants may email payoff@mccabetrotter.com to confirm the payoff amount after that date. Payment shall be made payable to McCabe Trotter & Beverly, PC and shall be delivered to 4500 Fort Jackson Blvd., Suite 250, Columbia, SC 29209.

Alternatively, Defendants may choose to remit payment using McCabe Trotter & Beverly's online site by visiting mccabetrotter.com or calling 803-724-5002. Plaintiff agrees to accept partial payments and further agrees to send Defendants correspondence acknowledging receipt of the payment and the remaining balance due.

The foreclosure sale in this matter shall proceed as scheduled if Defendant fails to remit the enter balance due to Plaintiff before May 4, 2020 at 11:00 a.m.

All parties are directed to include the other party on any communications with the Court. Defendants are further ordered to copy Plaintiff's counsel on any correspondence Defendants have with Plaintiff.

If there is a discrepancy between a communication from Plaintiff and Plaintiff's counsel then Plaintiff's counsel shall be the party to resolve the conflict and provide the final position to Defendants.

Judge's Signature to Follow